

FIRST AMENDMENT
to
INTERCONNECTION AGREEMENT
between

NEW ENGLAND VOICE AND DATA
and
BELL ATLANTIC - MASSACHUSETTS

This First Amendment is entered into this 4th day of January, 1999, by and between New England Voice and Data, LLC ("NEVD"), with offices at 3 Regency Plaza, Executive Office Suites, Providence, Rhode Island 02905, and New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Massachusetts ("BA"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110.

WHEREAS NEVD and BA ("the Parties") entered into an Interconnection Agreement dated October 21, 1998 (the "Agreement"); and

WHEREAS the Parties now desire to amend the Agreement to set forth the rates, terms and conditions under which BA will provide Unbundled Dark Fiber to NEVD;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEVD and BA hereby agree to amend the Agreement as follows:

1. Subject to the provisions of paragraph 2 below, BA agrees to provide Unbundled Dark Fiber to NEVD as a Network Element pursuant to the same terms and conditions under which BA makes Unbundled Dark Fiber available to other Competitive Local Exchange Carriers ("CLECs") in Massachusetts. Those terms and conditions are contained in BA's Unbundled Dark Fiber Service Description, as modified from time to time in BA's reasonable discretion subject to the jurisdiction of the Massachusetts Department of Telecommunications and Energy ("DTE"). A copy of the current Unbundled Dark Fiber Service Description is attached hereto as Exhibit DF.
2. BA agrees to provide Unbundled Dark Fiber to NEVD as a Network Element hereunder only to the extent that, and only for as long as, BA is required to do so pursuant to the Phase 3 Order of the DTE in the Consolidated Arbitrations (D.P.U. 96-73/74, 96-75, 96-80/81, 96-83 and 96-94) ("Order"), or such other explicit legal requirement as may subsequently be imposed. BA expressly reserves the right to appeal or otherwise seek to overturn the Order by any lawful means. At such time as the Order ceases to be binding on BA, BA may terminate its provision of Unbundled

Dark Fiber hereunder on written notice to NEVD, subject to a reasonable transition period or such alternative arrangements as the parties may at that time negotiate.

3. The initial prices applicable to the provision of Unbundled Dark Fiber hereunder shall be those filed by BA with the DTE for approval, as indicated in the attached pricing schedule. Upon DTE approval of permanent prices for Unbundled Dark Fiber, the approved prices shall apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of this 4th day of January, 1999.

NEW ENGLAND VOICE AND DATA, LLC
MASSACHUSETTS

BELL ATLANTIC -

By: _____

By:

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President – Interconnection
Services Policy & Planning